



Attorney Docket No: BSC-202 (BSCU-005/00US)

PATENT

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re application of Christopher R. O'KEEFE et al.

Serial No.: 09/973,660

Examiner: Michael G. Bogart

Confirmation No.: 6343

Art Unit: 3761

Filed: October 9, 2001

For: ANTI-REFLUX DRAINAGE DEVICES AND METHODS

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**REVOCATION AND NEW POWER BY ASSIGNEE  
AND STATEMENT UNDER 37 C.F.R. §3.73(b) AND  
REQUEST FOR CHANGE OF ATTORNEY DOCKET NUMBER**

The Assignee of the entire right, title, and interest in the above-identified application hereby revokes all previously granted powers and grants the registered practitioners of Cooley Godward LLP included in the Customer Number provided below power to act, prosecute, and transact all business in the U.S. Patent and Trademark Office in connection with this application, any applications claiming priority to this application, and any patents issuing therefrom.

The assignee certifies that to the best of its knowledge and belief it is the owner of the entire right, title, and interest in and to the above-identified application as evidenced by:

- ☐ An assignment document, a copy of which is enclosed herewith;
- ☒ An assignment previously recorded in the U.S. Patent and Trademark Office at Reel 012507, Frame 0385 (a copy of the Recordation of Assignment and a copy of the assignment document are enclosed herewith).

Applicants request that the Attorney Docket Number be changed to:

**--BSCU-005/00US--.**

Please direct all telephone calls and correspondence to:

COOLEY GODWARD LLP  
ATTN: Patent Group  
One Freedom Square  
Reston Town Center  
11951 Freedom Drive  
Reston, VA 20190-5656  
Tel: (703) 456-8000  
Fax: (703) 456-8100

CUSTOMER NUMBER: **22903**

The undersigned (whose title is supplied below) is empowered to sign this statement on behalf of the assignee.

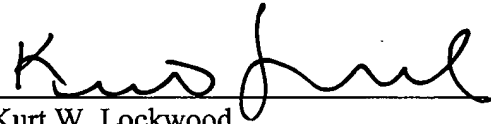
Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Kurt W. Lockwood

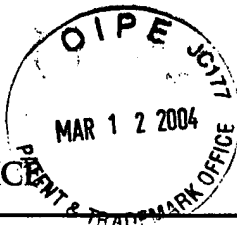
Title: Assistant Secretary

Company: SciMed Life Systems, Inc.





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TESTA, HURWITZ & THIBEAULT, LLP  
PATENT ADMINISTRATOR  
HIGH STREET TOWER  
125 HIGH STREET  
BOSTON, MA 02110

MAR 29 2002

Chief Information Officer  
Washington, DC 20231  
www.uspto.gov

PATENT ADMINISTRATOR  
TESTA, HURWITZ & THIBEAULT, LLP



\*101964923A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 01/18/2002

REEL/FRAME: 012507/0385  
NUMBER OF PAGES: 6

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

MCWEENEEY, JOHN O.

DOC DATE: 10/01/2001

ASSIGNOR:

O'KEEFE, CHRISTOPHER R.

DOC DATE: 09/21/2001

ASSIGNEE:

SCIMED LIFE SYSTEMS, INC.  
ONE SCIMED PLACE  
MAPLE GROVE, MINNESOTA 5531-1566

SERIAL NUMBER: 09973660  
PATENT NUMBER:

FILING DATE: 10/09/2001  
ISSUE DATE:

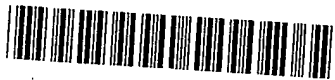
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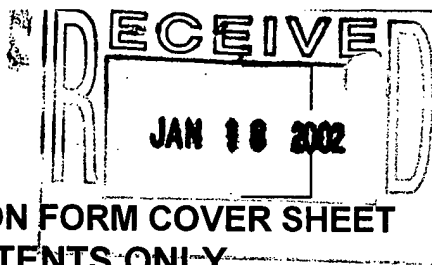
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ANTIONE ROYALL, EXAMINER  
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01-30-2002



101964923



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## Submission Type

- ☒ New  
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## Conveyance Type

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## Conveying Party(ies)

1-18-02

☐ Mark if additional names of conveying parties attached
Name  John O. McWeeneyExecution Date  
Month Day Year

10/1/2001

Name  Christopher R. O'Keefe

9/21/2001

Name 

/ /

Name 

/ /

Name 

/ /

## Receiving Party

☐ Mark if additional names of receiving parties attached
Name (line 1)  Scimed Life Systems, Inc.

☐ If document to be recorded  
 is an assignment and the  
 receiving party is not  
 domiciled in the United  
 States, an appointment of a  
 domestic representative is  
 attached. (Designation must  
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 Assignment)

Name (line 2) Address (line 1)  One Scimed PlaceAddress (line 2) Address (line 3)  Maple Grove

MN

5531-1566

City

State/Country

Zip Code

## Domestic Representative Name and Address

Enter for the first Receiving Party only.

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## Correspondent Name and Address

Area Code and Telephone Number (617) 248-7000

Name Patent Administrator

Address (line 1) Testa, Hurwitz &amp; Thibault, LLP

Address (line 2) High Street Tower

Address (line 3) 125 High Street

Address (line 4) Boston, MA 02110

Pages Enter the total number of pages of the attached conveyance document including any attachments.

4

## Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

## Patent Application Number(s)

## Patent Number(s)

09/973,660

## Patent Cooperation Treaty (PCT)

Enter PCT application number  
only if a U.S. Application Number  
has not been assigned.PCT PCT PCT  
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## Number of Properties

Enter the total number of properties involved.

# 1

## Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of Payment: Enclosed ☒Deposit Account ☐

## Deposit Account

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Authorization to charge additional fees: Yes ☐ No ☐

## Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Danielle L. Herritt

Name of Person Signing

Signature

1/2/02  
Date

**ASSIGNMENT**

WHEREAS, We, Christopher R. O'Keefe and John O. McWeeney have invented one or more improvements in:

**ANTI-REFLUX DRAINAGE DEVICES AND METHODS**

described in an application (or provisional application) for Letters Patent of the United States:

☐ identified by Attorney Docket No. BSC-202, and/or executed by us of even date herewith and about to be filed in the United States Patent Office;

☒ Serial No. 09/973,660 filed in the United States Patent Office on October 9, 2001; and

WHEREAS, SciMed Life Systems, Inc. (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State of Minnesota, and having a usual place of business at One SciMed Place, Maple Grove, MN 5531-1566 desires to acquire an interest therein, in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the inventions described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under international convention, including but not limited to continuations, divisionals, reissues, and reexaminations of said application or such Letters Patent; said inventions, applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all of our rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said inventions, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE for its own name as assignee of our entire right, title and interest therein.

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including: the execution of applications for patents in foreign countries; the execution of substitution, reissue, divisional or continuation applications; and preliminary or other statements or the giving of testimony in any interference or other proceeding in which said inventions or any application or patent directed thereto may be involved; and

we further hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on that date of our execution of this assignment;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

**IN TESTIMONY WHEREOF**, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor: \_\_\_\_\_  
Christopher R. O'Keefe

Commonwealth of Massachusetts )  
County of \_\_\_\_\_ ) ss

Subscribed and sworn to before me, by the above-named Christopher R. O'Keefe this \_\_\_\_\_  
day of \_\_\_\_\_, 2001.

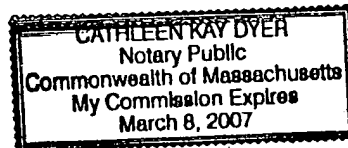
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Inventor: John O. McWeeney  
John O. McWeeney

Commonwealth of Massachusetts )  
County of Middlesex ) ss

Subscribed and sworn to before me, by the above-named John O. McWeeney this 1st  
day of October, 2001.

Cathleen Kay Dyer  
Notary Public  
My Commission Expires: 3/8/07



ASSIGNMENT

WHEREAS, We, Christopher R. O'Keefe and John O. McWeeney have invented one or more improvements in:

ANTI-REFLUX DRAINAGE DEVICES AND METHODS

described in an application (or provisional application) for Letters Patent of the United States:

☐ identified by Attorney Docket No. BSC-202, and/or executed by us of even date herewith and about to be filed in the United States Patent Office;

☒ Serial No. 09/973,660 filed in the United States Patent Office on October 9, 2001; and

WHEREAS, SciMed Life Systems, Inc. (hereinafter "ASSIGNEE"), a corporation organized and existing under the laws of the State of Minnesota, and having a usual place of business at One SciMed Place, Maple Grove, MN 5531-1566 desires to acquire an interest therein, in accordance with agreements duly entered into with us;

NOW, THEREFORE, to all whom it may concern be it known that for and in consideration of said agreements and of other good and valuable consideration, the receipt of which is hereby acknowledged, we have sold, assigned and transferred and by these presents do hereby sell, assign and transfer unto said ASSIGNEE, its successors, assigns, and legal representatives, our entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the inventions described in said application, together with our entire right, title and interest in and to said application and such Letters Patent as may issue thereon or claim priority under international convention, including but not limited to continuations, divisionals, reissues, and reexaminations of said application or such Letters Patent; said inventions, applications and Letters Patent to be held and enjoyed by said ASSIGNEE for its own use and behalf and for its successors, assigns and legal representatives, to the full end of the term for which said Letters Patent may be granted as fully and entirely as the same would have been held by us had this assignment and sale not been made; we hereby convey all of our rights arising under or pursuant to any and all international agreements, treaties or laws relating to the protection of industrial property by filing any such applications for Letters Patent. We hereby acknowledge that this assignment, being of our entire right, title and interest in and to said inventions, carries with it the right in ASSIGNEE to apply for and obtain from competent authorities in all countries of the world any and all Letters Patent by attorneys and agents of ASSIGNEE's selection and the right to procure the grant of all Letters Patent to ASSIGNEE for its own name as assignee of our entire right, title and interest therein.

AND, we hereby further agree for ourselves and our executors and administrators to execute upon request any other lawful documents and likewise to perform any other lawful acts which may be deemed necessary to secure fully the aforesaid invention to said ASSIGNEE, its successors, assigns, and legal representatives, but at its or their expense and charges, including: the execution of applications for patents in foreign countries; the execution of substitution, reissue, divisional or continuation applications; and preliminary or other statements or the giving of testimony in any interference or other proceeding in which said inventions or any application or patent directed thereto may be involved; and



we further hereby authorize ASSIGNEE or its attorneys or agents to insert the correct serial number and filing date into this assignment, if none is indicated on that date of our execution of this assignment;

AND, we do hereby authorize and request the Commissioner of Patents of the United States to issue such Letters Patent as shall be granted upon said application or applications based thereon to said ASSIGNEE, its successors, assigns, and legal representatives.

*IN TESTIMONY WHEREOF*, we have hereunto set our hands and affixed our seals the date set forth below.

Inventor:

Christopher R. O'Keefe  
Christopher R. O'Keefe

Commonwealth of Massachusetts )  
County of Middlesex ) ss

Subscribed and sworn to before me, by the above-named Christopher R. O'Keefe this 21  
day of September, 2001.



Notary Public

My Commission Expires: MAY 30, 2008

Inventor:

John O. McWeeney  
John O. McWeeney

Commonwealth of Massachusetts )  
County of \_\_\_\_\_ ) ss

Subscribed and sworn to before me, by the above-named John O. McWeeney this \_\_\_\_\_  
day of \_\_\_\_\_, 2001.

Notary Public

My Commission Expires: \_\_\_\_\_